

MEMORANDUM

Agenda Item No. 5(A)

(Public Hearing 10-1-13)

September 4, 2013

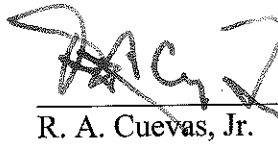
TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE:

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Ordinance granting Petition of
A.H. at Turnpike South
Community Development
District to Expand the Boundary
of the District established by
Ordinance No. 12-60

The accompanying ordinance was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.



R. A. Cuevas, Jr.
County Attorney

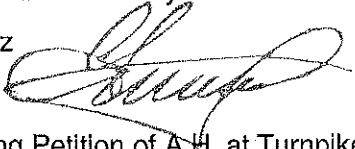
RAC/jls

Memorandum




Date: October 1, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Ordinance Granting Petition of A.H. at Turnpike South Community Development District to Expand the Boundary of the District Established by Ordinance No. 12-60

The proposed ordinance grants petition of A.H. at Turnpike South Community Development District to expand the boundary of the district established by Ordinance No. 12-60. Implementation of this ordinance will not have a fiscal impact to the County.



Alina T. Hudak
Deputy Mayor

Fis9113

1A




MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: October 1, 2013

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 5(A)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 5(A)
10-1-13

ORDINANCE NO. _____

ORDINANCE GRANTING PETITION OF A.H. AT
TURNPIKE SOUTH COMMUNITY DEVELOPMENT
DISTRICT ("DISTRICT" OR "PETITIONER") TO
EXPAND THE BOUNDARY OF THE DISTRICT
ESTABLISHED BY ORDINANCE NO. 12-60;
PROVIDING SEVERABILITY, EXCLUSION FROM THE
CODE AND AN EFFECTIVE DATE

WHEREAS, the Florida Legislature created and amended Chapter 190, Florida Statutes, to provide an alternative method to finance and manage basic services for community development; and

WHEREAS, Section 1.01(A)(21) of the Miami-Dade County Home Rule Charter grants the Miami-Dade County Board of County Commissioners the authority to exercise all powers and privileges granted to municipalities and counties by the laws of this State; and

WHEREAS, Article VIII, Section 6(1) of the Florida Constitution provides for exclusive County Charter authority to establish all governmental units within Miami-Dade County and to provide for their government and prescribe their jurisdiction and powers; and

WHEREAS, at its meeting of July 17, 2012, the Board of County Commissioners of Miami-Dade County adopted Ordinance No. 12-60, establishing the A.H. at Turnpike South Community Development District ("District") and providing for specific boundary of the District; and

WHEREAS, pursuant to Section 190.046, Florida Statutes, the District may petition and the Board of County Commissioners has the authority to expand the boundary of a community development district within its jurisdiction; and

WHEREAS, a public hearing has been conducted by the Miami-Dade County Board of County Commissioners in accordance with the requirements and procedures of Sections 190.005(2)(b) and 190.046(1), Florida Statutes, and the applicable requirements and procedures of the Miami-Dade County Home Rule Charter and Code; and

WHEREAS, the Board of County Commissioners finds that the statements contained in the Petition to Expand the District Boundary are true and correct; and

WHEREAS, the expansion of the District boundary is not inconsistent with any applicable element or portion of the State comprehensive plan or the Miami-Dade County Comprehensive Development Master Plan; and

WHEREAS, the area of land to be included in the amended external district boundary is sufficiently compact and sufficiently contiguous to be developable as one functional interrelated community and the area of land included does not impact such functionality; and

WHEREAS, the expansion of the District boundary is the best alternative available for delivering the community development facilities and services that will be provided by the District and the area of land being included will not impact such delivery; and

WHEREAS, the proposed facilities and services to be provided by the District within the amended external boundary will be compatible with the capacity and uses of existing local and regional community development facilities and services; and

WHEREAS, the area that will be served by the amended District boundary is amended to separate special-district government; and

WHEREAS, the owner of the property that is to be added to the District and developed and served by the community development services and facilities provided by the amended

District boundary has submitted an amended executed declaration of restrictive covenants pledging among other things to provide initial purchasers of individual residential lots or units within the expanded area with notice of liens and assessments applicable to such parcels, with certain remedial rights vesting in the purchasers of such parcels if such notice is not provided in a timely and accurate manner; and

WHEREAS, having made the foregoing findings, after a public hearing, the Miami-Dade County Board of County Commissioners wishes to exercise the powers bestowed upon it by Section 1.01(A)(21) of the Miami-Dade County Home Rule Charter in the manner provided by Chapter 190, Florida Statutes,

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing findings, which are expressly set forth herein, are hereby adopted and made a part hereof.

Section 2. The Petition to Expand the Boundary of the A.H. at Turnpike South Community Development District to include the real property described in the petition attached hereto, which was filed by the District on July 29, 2013, and which Petition is on file at the Office of the Clerk of the Board, is hereby granted. A copy of the Petition is attached and incorporated herein as Exhibit "1."

Section 3. The external boundary of the District as amended is sufficiently contiguous, and shall be depicted on the location map attached hereto and incorporated herein as Exhibit "2" and legally described in the Petition.

Section 4. The current members of the Board of Supervisors are as follows:

Olga Adrian

Patricia Alonso

Carmen Ochoa

Vacant

Vacant

Section 5. The name of the amended District shall remain "A.H. at Turnpike South Community Development District."

Section 6. Notwithstanding any power granted to the A.H. at Turnpike South Community Development District pursuant to this Ordinance or Ordinance No. 12-60, neither the District nor any real or personal property or revenue in the District shall, solely by reason of the District's creation and existence, be exempted from any requirement for the payment of any and all rates, fees, charges, permitting fees, impact fees, connection fees, or similar County rates, fees or charges, special taxing districts special assessments which are required by law, ordinance or County rule or regulation to be imposed within or upon any local government within the County.

Section 7. Except to expand the boundary of the District as provided herein, this Ordinance does not affect, amend or modify Ordinance No. 12-60.

Section 8. If any section, subsection, sentence, clause or provision of this Ordinance is held invalid, the remainder of this Ordinance shall not be affected by such invalidity.

Section 9. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this Ordinance shall be excluded from the Code of Miami-Dade County.

Section 10. This Ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency:

Prepared by:

Gerald T. Heffernan

Prime Sponsor: Commissioner Dennis C. Moss

Handwritten signature of Gerald T. Heffernan, consisting of the letters 'GTH' in a stylized script, with a horizontal line drawn through the middle of the signature.

"EXHIBIT 1 to the Ordinance"

**PETITION TO EXPAND THE BOUNDARIES OF A.H. AT TURNPIKE SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

Dated: January 14, 2013



PETITION TO EXPAND THE BOUNDARIES OF THE

**A.H. AT TURNPIKE SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

IN

MIAMI-DADE COUNTY, FLORIDA

JANUARY 14, 2013

(REVISED MAY 29, 2013)



A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT

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A. PETITION FOR ORDINANCE 4 pages

Exhibit A-1 Current Legal Description of the A. H. at Turnpike South Community Development District

Exhibit A-2 Legal Description of Areas to be added to the A.H. at Turnpike South Community Development District

Exhibit A-3 Legal Description of New District Boundaries of the A. H. at Turnpike South Community Development District

Exhibit B Affidavit of Ownership and Consent to Inclusion of Property within the External Boundaries of the A. H. at Turnpike South Community Development District

Exhibit C Construction Time Table and Cost Estimate for Area to be included within the Boundaries of the A.H. at Turnpike South Community Development District.

Exhibit D District Boundary Map of New Boundaries of the A. H. at Turnpike South Community Development District

Exhibit E Statement of Regulatory Costs

Exhibit F Opinion of Title

Exhibit G Right of Way Obligation Statement

B. COVENANT



IN RE: AN ORDINANCE TO EXPAND THE BOUNDARIES OF THE A. H.
AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT

**PETITION TO EXPAND THE BOUNDARIES OF THE A. H. AT TURNPIKE
SOUTH COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors (the "Board") of the A. H. at Turnpike South Community Development District (the "District"), an independent special district established pursuant to Chapter 190, Florida Statutes, by Ordinance No. 12-60 (the "Ordinance") of Miami-Dade County, Florida (the "County") adopted on July 27, 2012, hereby petitions the Miami-Dade County Board of County Commissioners (the "Commission") in accordance with Section 190.046(1) of the Uniform Community Development Act of 1980, Chapter 190, Florida Statutes (the "Act"), to expand the boundaries of the District and in support thereof, hereby attests as follows:

1. That approximately 75.55+/- acres are currently within the external boundaries of the District, as legally described and attached hereto in Exhibit A-1.
2. That the Board desires to expand the boundaries of the District to include an additional 6.93+/- acres as legally described and attached hereto in Exhibit A-2.
3. That the Board desires to expand the boundaries of the District to contain a total of approximately 82.48+/- acres as legally described and attached hereto as Exhibit A-3. Following such expansion of the District's boundaries all lands in the District will continue to be located wholly within the jurisdictional boundaries of Miami-Dade County, Florida.
4. That attached hereto as Exhibit B is the evidence of the written consent to the inclusion of its property in the District by the owner (directly or as attorney in fact) of one hundred percent (100%) of real property to be newly included within the District.
5. That attached hereto as Exhibit C and made a part hereof is the proposed timetable for construction of any District services to the area to be newly included within the District and the estimated cost of constructing the proposed services.
6. That attached hereto Exhibit D and made part hereof is the District Boundary Map of the New Boundaries of the A. H. at Turnpike South Community Development District.
7. That attached hereto as Exhibit E (specific to the area to be added) and made part hereof is a statement of estimated regulatory costs in accordance with the requirements of Section 120.541, Florida Statutes.



8. That attached hereto as **Exhibit F** and made part hereof is the Opinion of Title for the property to be annexed into the District.
9. That attached hereto as **Exhibit G** and made part hereof is the Right-of-Way Obligation Statement
10. That following the proposed expansion of the District's boundaries, (i) the property within the District will not be inconsistent with any applicable element or portion of the state comprehensive plan or of the effective local government comprehensive plan; (ii) the property comprising the District will be of sufficient size, compactness, and contiguity to be developable as one functional interrelated community; (iii) the District will continue to present the best alternative available for delivering the community development facilities and services to the property that will be served by the District; (iv) the community development facilities and services of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and (v) the property comprising the District will be amenable to separate special-purpose government.
11. That all statements contained within this Petition are true and correct.

WHEREFORE, Petitioner, the Board of Supervisors of the A. H. at Turnpike South Community Development District, hereby respectfully requests the Commission to:

- A. Direct its staff to notice, as soon as practicable, a local public non-emergency hearing pursuant to the requirements of Section 190.046(1)(b) of the Act to consider whether to grant the petition for the amendment of the District's boundaries and to amend the Ordinance establishing the District to reflect the new boundaries of the District.
- B. Grant the petition and enact an Ordinance pursuant to applicable law amending the Ordinance establishing the District to reflect the new boundaries of the District.

RESPECTFULLY SUBMITTED this 5th day of NOVEMBER, 2012

A. H. AT TURNPIKE SOUTH
COMMUNITY DEVELOPMENT DISTRICT

By *Pedro J. Adrian*
Name: PEDRO J. ADRIAN
Title: MANAGING PARTNER

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 5th day of NOVEMBER 2012, by PEDRO J. ADRIAN, the Chairperson of the BOARD OF SUPERVISORS OF THE A. H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT, who is [☒] personally known to me [] or produced a _____ as identification.



PATRICIA ALONSO
NOTARY PUBLIC
STATE OF FLORIDA
Comm# DD872805
Expires 4/14/2014

Patricia Alonso
Notary Public
Patricia Alonso
Typed, Printed or stamped name of Notary Public



EXHIBIT A-1

**CURRENT LEGAL DESCRIPTION OF THE
A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT**

D

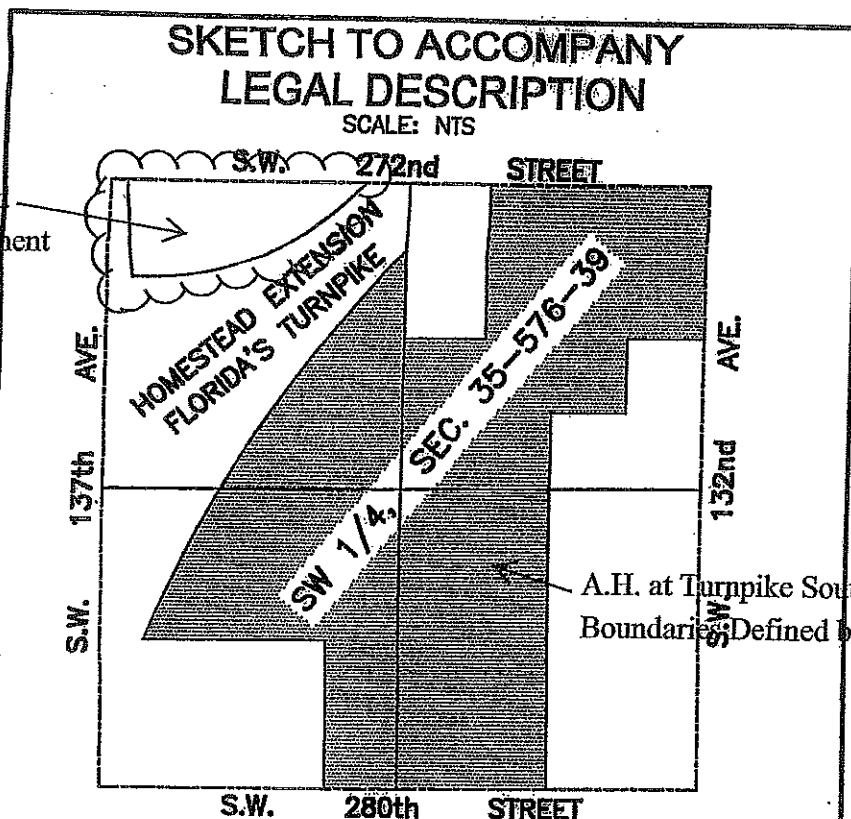
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EXHIBIT A-1

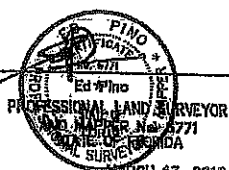
CURRENT LEGAL DESCRIPTION OF THE A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT

6.93 Acres to be Included
in the Boundary Amendment
Request



LEGAL DESCRIPTION:

COMMENCE AT THE CENTER OF SECTION 35, TOWNSHIP 58S, RANGE 30E IN MIAMI-DADE COUNTY FLORIDA AND RUN S.89°01'03"W. ALONG THE NORTH LINE OF THE SW 1/4 OF SAID SECTION 35 FOR A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING OF THE LAND HEREBY BEING DESCRIBED; THENCE S.0°50'31"W. ALONG A LINE BEING 35.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 35, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF SW 132nd AVE. FOR A DISTANCE OF 671.25 FEET TO A POINT; THENCE S.88°52'32"W. FOR A DISTANCE OF 300.77 FEET TO A POINT; THENCE S.0°49'18"E. FOR A DISTANCE OF 335.75 FEET TO A POINT; THENCE S.88°57'17"W. FOR A DISTANCE OF 335.89 FEET TO A POINT; THENCE S.0°48'05"E. FOR A DISTANCE OF 1,879.36 FEET TO A POINT LYING ON THE SOUTH LINE OF THE SW 1/4 OF SAID SECTION 35, TOWNSHIP 58 S, RANGE 30 E; THENCE S.88°51'01"W. ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 1,009.42 FEET TO A POINT BEING LOCATED ON THE WEST LINE OF THE E 1/2 OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 35; THENCE RUN ALONG SAID LINE N.0°44'25"W. FOR A DISTANCE OF 672.48 FEET TO A POINT; THENCE S.88°53'31"W FOR A DISTANCE OF 708.12 FEET TO A POINT LOCATED ON THE EAST RIGHT-OF-WAY LINE OF THE HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE (STATE ROAD No. 821) AS SHOWN ON RIGHT-OF-WAY MAP SECTION No. 87000-2304; THENCE RUN N.27°14'40"E. ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 778.75 FEET TO A POINT; THENCE N.29°47'17"E. FOR A DISTANCE OF 329.27 FEET TO A POINT; THENCE N.34°31'32"E. FOR A DISTANCE OF 834.19 FEET TO A POINT LOCATED ON THE WEST LINE OF THE SW 1/4 OF THE NE 1/4 OF SW 1/4 OF SAID SECTION 35; THENCE S.0°45'38"E. FOR A DISTANCE OF 339.70 FEET TO A POINT; THENCE N.88°58'32"E. FOR A DISTANCE OF 335.77 FEET TO A POINT; THENCE N.0°45'51"W. FOR A DISTANCE OF 671.99 FEET TO A POINT LOCATED ON THE NORTH LINE OF THE SW 1/4 OF SAID SECTION 35; THENCE RUN ALONG THE LAST DESCRIBED LINE N.89°01'03"E. FOR A DISTANCE OF 971.59 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 75.63 ACRES, MORE OR LESS.



DATE: MARCH 13, 2012

American Services of Miami, Corp.
Consulting Engineers, Planners, Surveyors

LB 6863

9260 SW 72nd Street, Suite 200
Miami, Florida, 33173
PH: (305) 898-8101
FAX: (305) 898-8627
ASOMIAMI.COM



EXHIBIT A-2

**LEGAL DESCRIPTION OF AREA(S) TO BE ADDED TO THE
A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT**



EXHIBIT A-2

LEGAL DESCRIPTION OF AREA(S) TO BE ADDED TO THE A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT

A.H. AT TURNPIKE SOUTH T-PLAT 6.93 +/- ACRES

LEGAL DESCRIPTION:

COMMENCE AT THE NORTHWEST CORNER OF THE SW $\frac{1}{4}$ OF SECTION 35, TOWNSHIP 56 SOUTH, RANGE 39 EAST, IN MIAMI-DADE COUNTY, FLORIDA; THENCE RUN N.89°01'03"EAST (BEARING DERIVED FROM THE FLORIDA STATE SYSTEM OF PLANE COORDINATES) ALONG THE NORTHERLY BOUNDARY OF THE SW $\frac{1}{4}$ OF SAID SECTION 35, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE S.1°04'46"EAST, A DISTANCE OF 51.11 FEET TO A POINT; THENCE S.7°01'39"EAST, FOR A DISTANCE OF 349.46 FEET TO A POINT; THENCE N.89°19'18"EAST, FOR A DISTANCE OF 70.85 FEET TO A POINT OF BEGINNING OF A CURVE CONCAVE TO THE NORTHWESTERLY, HAVING A RADIUS OF 1,342.39 FEET, THENCE RUN NORTHEASTERLY ALONG SAID CURVE 1,069.68 FEET THROUGH A CENTRAL ANGLE OF 45°39'21" TO A POINT OF INTERSECTION WITH THE NORTHERLY BOUNDARY OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 35; THENCE RUN S.89°01'03"WEST ALONG SAID NORTHERLY BOUNDARY FOR A DISTANCE OF 1,069.89 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, CONTAINING 6.93 ACRES, MORE OR LESS.

6.93 Acres to be Included
in the Boundary Amendment
Request

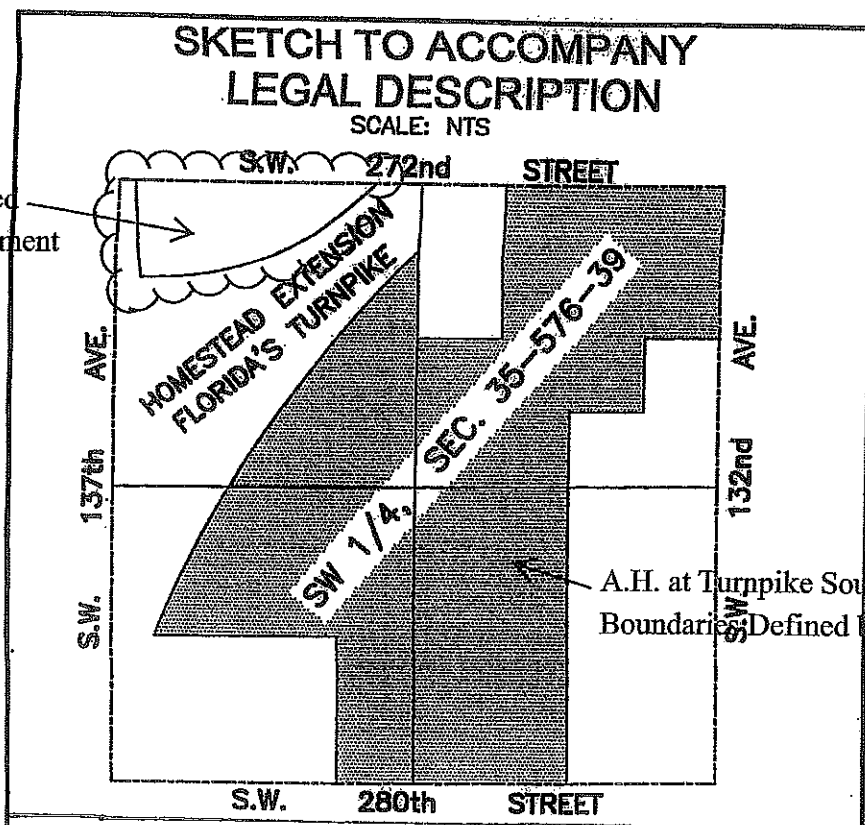




EXHIBIT A-3

**LEGAL DESCRIPTION OF THE NEW BOUNDARIES OF THE
A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT**



EXHIBIT A-3

LEGAL DESCRIPTION OF THE NEW BOUNDARIES OF THE A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT

COMMENCE AT THE CENTER OF SECTION 35, TOWNSHIP 56S, RANGE 39E IN MIAMI-DADE COUNTY FLORIDA AND RUN S.89°01'03"W. ALONG THE NORTH LINE OF THE SW ¼ OF SAID SECTION 35 FOR A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING OF THE LAND HEREBY BEING DESCRIBED; THENCE S.0°50'31"W. ALONG A LINE BEING 35.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 35, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF SW 132nd AVE. FOR A DISTANCE OF 671.25 FEET TO A POINT; THENCE S.88°52'32"W. FOR A DISTANCE OF 300.77 FEET TO A POINT; THENCE S.0°49'18"E. FOR A DISTANCE OF 335.75 FEET TO A POINT; THENCE S.88°57'17"W. FOR A DISTANCE OF 335.89 FEET TO A POINT; THENCE S.0°48'05"E. FOR A DISTANCE OF 1,679.36 FEET TO A POINT LYING ON THE SOUTH LINE OF THE SW ¼ OF SAID SECTION 35, TOWNSHIP 56 S, RANGE 39 E; THENCE S.88°51'01"W. ALONG THE LAST DESCRIBE LINE FOR A DISTANCE OF 1,009.42 FEET TO A POINT BEING LOCATED ON THE WEST LINE OF THE E½ OF THE SE ¼ OF THE SW ¼ OF SAID SECTION 35; THENCE RUN ALONG SAID LINE N.0°44'25"W. FOR A DISTANCE OF 672.48 FEET TO A POINT; THENCE S.88°53'31"W FOR A DISTANCE OF 709.12 FEET TO A POINT LOCATED ON THE EAST RIGHT-OF-WAY LINE OF THE HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE (STATE ROAD No. 821) AS SHOWN ON RIGHT-OF-WAY MAP SECTION No.87005-2304; THENCE RUN N.27°14'40"E. ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 778.75 FEET TO A POINT; THENCE N.29°47'17"E. FOR A DISTANCE OF 329.27 FEET TO A POINT; THENCE N.34°31'32"E. FOR A DISTANCE OF 834.19 FEET TO A POINT LOCATED ON THE WEST LINE OF THE SW ¼ OF THE NE ¼ OF SW ¼ OF SAID SECTION 35; THENCE S.0°45'38"E. FOR A DISTANCE OF 339.70 FEET TO A POINT; THENCE N.88°58'32"E. FOR A DISTANCE OF 335.77 FEET TO A POINT; THENCE N.0°46'51"W. FOR A DISTANCE OF 671.99 FEET TO A POINT LOCATED ON THE NORTH LINE OF THE SW ¼ OF SAID SECTION 35; THENCE RUN ALONG THE LAST DESCRIBED LINE N.89°01'03"E. FOR A DISTANCE OF 971.59 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 75.55 ACRES, MORE OR LESS.

Together With

COMMENCE AT THE NORTHWEST CORNER OF THE SW ¼ OF SECTION 35, TOWNSHIP 56 SOUTH, RANGE 39 EAST, IN MIAMI-DADE COUNTY, FLORIDA; THENCE RUN N.89°01'03"EAST (BEARING DERIVED FROM THE FLORIDA STATE SYSTEM OF PLANE COORDINATES) ALONG THE NORTHERLY BOUNDARY OF THE SW ¼ OF SAID SECTION 35, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE S.1°04'46"EAST, A DISTANCE OF 51.11 FEET TO A POINT; THENCE S.7°01'39"EAST, FOR A DISTANCE OF 349.46 FEET TO A POINT; THENCE N.89°19'18"EAST, FOR A DISTANCE OF 70.85 FEET TO A POINT OF BEGINNING OF A CURVE CONCAVE TO THE NORTHWESTERLY, HAVING A RADIUS OF 1,342.39 FEET, THENCE RUN NORTHEASTERLY ALONG SAID CURVE 1,069.68 FEET THROUGH A CENTRAL ANGLE OF 45°39'21" TO A POINT OF INTERSECTION WITH THE NORTHERLY BOUNDARY OF THE SOUTHWEST ¼ OF SAID SECTION 35; THENCE RUN S.89°01'03"WEST ALONG SAID NORTHERLY BOUNDARY FOR A DISTANCE OF 1,069.89 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, CONTAINING 6.93 ACRES, MORE OR LESS.

EXHIBIT B
AFFIDAVIT OF OWNERSHIP AND CONSENT TO INCLUSION OF
PROPERTY WITHIN THE EXTERNAL BOUNDARIES
OF THE
A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

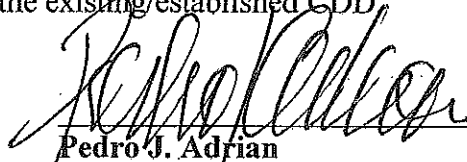
On this 6th day of May 2013, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Pedro J. Adrian, who, after being duly sworn, deposes and says:

1. Affiant Pedro J. Adrian, an individual, is the Managing Partner of, Adrian Developers of De La Fuente Parcel, LLC;
2. Adrian Developers of De La Fuente Parcel, LLC is the owner of the following described property, to wit:

See Exhibit "A" attached hereto (the "Property")

3. Affiant, Pedro J. Adrian, hereby represents that he has full authority to execute all documents and instruments on behalf of the Corporation, including the Petition before the Board of County Commissioners of Miami-Dade County, Florida, to enact an ordinance to expand the boundaries of the A.H. at Turnpike South Community Development District (the "Proposed Expanded CDD").
4. The property represents all of the real property to be included in the Proposed Expanded CDD.
5. Affiant, Pedro J. Adrian on behalf of Adrian Developers of De La Fuente Parcel, LLC, the sole owner of the property in the capacity described above, hereby consents to the expansion of the existing/established CDD.

FURTHER, AFFIANT SAYETH NOT.


Pedro J. Adrian

Subscribed and sworn to before me this 6th day of MAY, 2013, by Pedro J. Adrian who personally appeared before me, and is personally known.



Notary: Patricia Alonso
Print Name: Patricia Alonso
Notary Public, State of Florida



EXHIBIT A to Affidavit

**LEGAL DESCRIPTION OF NEW DISTRICT BOUNDARIES OF THE
A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT**



EXHIBIT A to Affidavit

LEGAL DESCRIPTION OF NEW DISTRICT BOUNDARIES OF THE A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT

COMMENCE AT THE CENTER OF SECTION 35, TOWNSHIP 56S, RANGE 39E IN MIAMI-DADE COUNTY FLORIDA AND RUN S.89°01'03"W. ALONG THE NORTH LINE OF THE SW ¼ OF SAID SECTION 35 FOR A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING OF THE LAND HEREBY BEING DESCRIBED; THENCE S.0°50'31"W. ALONG A LINE BEING 35.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 35, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF SW 132nd AVE. FOR A DISTANCE OF 671.25 FEET TO A POINT; THENCE S.88°52'32"W. FOR A DISTANCE OF 300.77 FEET TO A POINT; THENCE S.0°49'18"E. FOR A DISTANCE OF 335.75 FEET TO A POINT; THENCE S.88°57'17"W. FOR A DISTANCE OF 335.89 FEET TO A POINT; THENCE S.0°48'05"E. FOR A DISTANCE OF 1,679.36 FEET TO A POINT LYING ON THE SOUTH LINE OF THE SW ¼ OF SAID SECTION 35, TOWNSHIP 56 S, RANGE 39 E; THENCE S.88°51'01"W. ALONG THE LAST DESCRIBE LINE FOR A DISTANCE OF 1,009.42 FEET TO A POINT BEING LOCATED ON THE WEST LINE OF THE E½ OF THE SE ¼ OF THE SW ¼ OF THE SW ¼ OF SAID SECTION 35; THENCE RUN ALONG SAID LINE N.0°44'25"W. FOR A DISTANCE OF 672.48 FEET TO A POINT; THENCE S.88°53'31"W FOR A DISTANCE OF 709.12 FEET TO A POINT LOCATED ON THE EAST RIGHT-OF-WAY LINE OF THE HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE (STATE ROAD No. 821) AS SHOWN ON RIGHT-OF-WAY MAP SECTION No.87005-2304; THENCE RUN N.27°14'40"E. ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 778.75 FEET TO A POINT; THENCE N.29°47'17"E. FOR A DISTANCE OF 329.27 FEET TO A POINT; THENCE N.34°31'32"E. FOR A DISTANCE OF 834.19 FEET TO A POINT. LOCATED ON THE WEST LINE OF THE SW ¼ OF THE NE ¼ OF SW ¼ OF SAID SECTION 35; THENCE S.0°45'38"E. FOR A DISTANCE OF 339.70 FEET TO A POINT; THENCE N.88°58'32"E. FOR A DISTANCE OF 335.77 FEET TO A POINT; THENCE N.0°46'51"W. FOR A DISTANCE OF 671.99 FEET TO A POINT LOCATED ON THE NORTH LINE OF THE SW ¼ OF SAID SECTION 35; THENCE RUN ALONG THE LAST DESCRIBED LINE N.89°01'03"E. FOR A DISTANCE OF 971.59 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 75.55 ACRES, MORE OR LESS.

Together With

COMMENCE AT THE NORTHWEST CORNER OF THE SW ¼ OF SECTION 35, TOWNSHIP 56 SOUTH, RANGE 39 EAST, IN MIAMI-DADE COUNTY, FLORIDA; THENCE RUN N.89°01'03"EAST (BEARING DERIVED FROM THE FLORIDA STATE SYSTEM OF PLANE COORDINATES) ALONG THE NORTHERLY BOUNDARY OF THE SW ¼ OF SAID SECTION 35, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE S.1°04'46"EAST, A DISTANCE OF 51.11 FEET TO A POINT; THENCE S.7°01'39"EAST, FOR A DISTANCE OF 349.46 FEET TO A POINT; THENCE N.89°19'18"EAST, FOR A DISTANCE OF 70.85 FEET TO A POINT OF BEGINNING OF A CURVE CONCAVE TO THE NORTHWESTERLY, HAVING A RADIUS OF 1,342.39 FEET, THENCE RUN NORTHEASTERLY ALONG SAID CURVE 1,069.68 FEET THROUGH A CENTRAL ANGLE OF 45°39'21" TO A POINT OF INTERSECTION WITH THE NORTHERLY BOUNDARY OF THE SOUTHWEST ¼ OF SAID SECTION 35; THENCE RUN S.89°01'03"WEST ALONG SAID NORTHERLY BOUNDARY FOR A DISTANCE OF 1,069.89 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, CONTAINING 6.93 ACRES, MORE OR LESS.



EXHIBIT C

**CONSTRUCTION TIMETABLE AND COST ESTIMATE FOR AREA TO BE INCLUDED
WITHIN THE BOUNDARIES OF THE
A. H. AT TURNPIKE COMMUNITY DEVELOPMENT DISTRICT**

Expanded Area Estimates – 6.93 Acres			
Improvements	Cost Estimate	Start Date	Completion Date
Wastewater System	\$120,000	December 2012	June 2013
Water Supply System	\$165,200	December 2012	June 2013
Surface Water Management	\$100,000	December 2012	June 2013
Roads and Paving	\$125,000	December 2012	June 2013
Estimate of Project Costs	\$510,200		



EXHIBIT D

**DISTRICT BOUNDARY MAP OF THE NEW BOUNDARIES OF THE
A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT**



EXHIBIT D

DISTRICT BOUNDARY MAP OF THE NEW BOUNDARIES OF THE
A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT

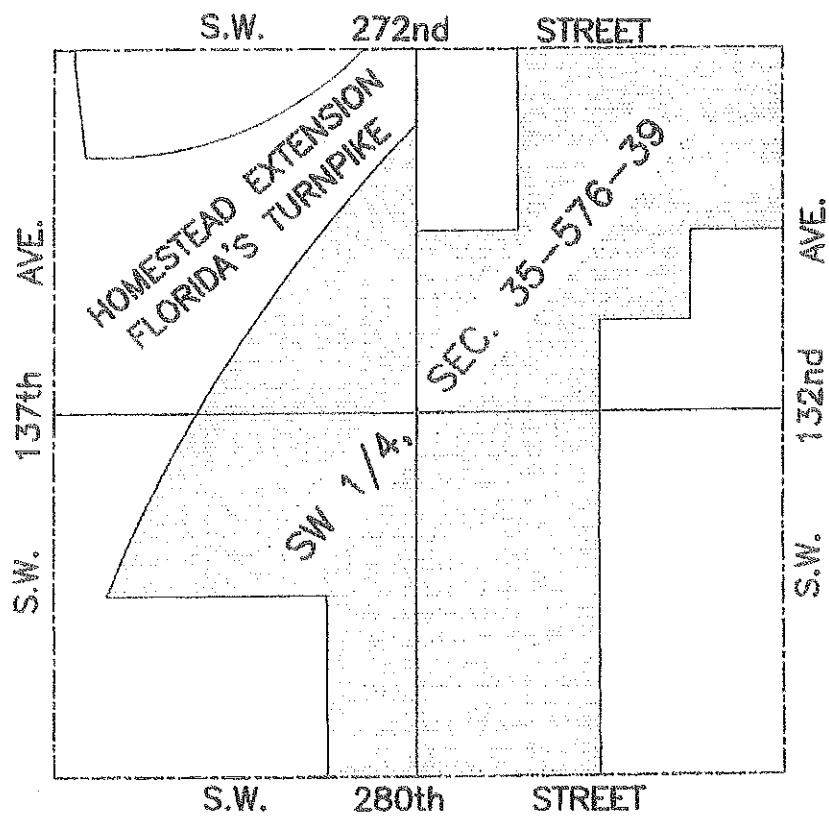


EXHIBIT E

**A.H. AT TURNPIKE SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

Statement of Estimated Regulatory Costs

January 14, 2013

(Revised May 29, 2013)

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to expand the boundaries of the A. H. at Turnpike South Community Development District ("District"). The District currently comprises approximately 75.55+/- acres of land located in the unincorporated area of Miami-Dade County, Florida. Once expanded, the District's boundaries will contain approximately 82.48+/- acres. This SERC is specific to the area to be added which is approximately 6.93+/- acres. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2) (d), F.S. (governing District establishment) as follows:

"That the process of establishing such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant (emphasis added)."

1.2 Overview of A. H. at Turnpike South Community Development District

The District is designed to provide district infrastructure, services, and facilities along with their operations and maintenance to a master planned residential development. The proposed expanded area will contain 30 single family residential dwelling units within the boundaries of the District.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S. (1997), defines the elements a statement of estimated regulatory costs must contain:

(a) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(b) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

(c) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the ordinance. As used in this paragraph, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include

filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting.

(d) An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S. Miami-Dade County is not defined as a small County for purposes of this requirement.

(e) Any additional information that the agency determines may be useful.

(f) In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under paragraph (1) (a) and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed ordinance.

“Note: the references to “rule” in the statutory requirements for the Statement of Estimated Regulatory Costs also apply to an “ordinance” under section 190.005(2) (a), Florida Statutes.”

2.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance.

The A. H. at Turnpike South Community Development District (the “District”) serves land that currently comprises a 75.55+/- acre residential development. Once expanded the District’s boundaries will comprise approximately 82.48+/- acres to be made up of an estimated total of 398 residential homes. The estimated population of the District is 1027 +/- . The property owners in the District will be individuals that may operate industrial, manufacturing, commercial, retail and non-retail related businesses outside the boundaries of the District. The majority of the property owners in the District will be individuals and families.

3.0 A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

There is no state agency promulgating any rule relating to this project that is anticipated to affect state or local revenues.

3.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance

Because the results of adopting the ordinance is establishment of a local special purpose government, there will be no enforcing responsibilities of any other government entity, but there will be various implementing responsibilities which are identified with their costs herein.

State Governmental Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed expansion of the District. The District expansion on the proposed land, will encompass under 1,000 acres, therefore, Miami-Dade County is the establishing entity under 190.005(2), F.S. The modest costs to various State entities to implement and enforce the proposed ordinance relate strictly to the receipt and processing of various reports that the District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those State agencies that will receive and process the District's reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.412, F.S., the District must pay an annual fee to the State of Florida Department of Economic Opportunity which offsets such costs.

Miami-Dade County

There will be only modest costs to the County for a number of reasons. First, review of the petition to expand the District does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, the County already possesses the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Finally, the County routinely process similar petitions though for entirely different subjects, for land uses and zoning changes that are far more complex than is the petition to expand a community development district.

The annual costs to Miami-Dade County, because of the proposed expansion of the District, are also very small. The District is an independent unit of local government. The only annual costs the County faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the County, or any monitoring expenses the County may incur if it establishes a monitoring program for this District. However, the Petitioner has previously paid a fee of \$15,000; and included with this submittal a payment of \$1,500 to offset any expenses the County may incur in the processing of this particular Petition amendment.

3.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on state or local revenues. The District is an independent unit of local government. It is designed to provide infrastructure facilities and services to serve the development project and it has its own sources of revenue. No state or local subsidies are required or expected. In this regard it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State of Florida or any other units of local government. In accordance with State law, debts of the District are strictly its own responsibility.

- 4.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide.

Table 1

A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT

Proposed Facilities and Services

FACILITY	FUNDED BY	MAINTAINED BY	OWNERSHIP BY
Waste Water System	CDD	WASA*	WASA*
Water Supply System	CDD	WASA*	WASA*
Surface Water Management	CDD	MDC**	MDC**
Roads and Paving	CDD	MDC**	MDC**

*WASA = Miami-Dade Water and Sewer Department

**MDC = Miami-Dade County

The petitioner has estimated the costs for providing the capital facilities outlined in Table 1. The cost estimates for the expanded area are shown in Table 2 below. Total costs for those facilities, which may be provided, are estimated to be approximately **\$510,200**. The District may issue special assessment bonds to fund the costs or a portion of the costs of these facilities. These bonds would be repaid through non-ad valorem special assessments levied on all properties in the District that may benefit from the District's infrastructure program as outlined in Table 2.

Prospective future landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through bond issuance. In addition to the levy of non-ad valorem special assessments for debt service, the District may also impose a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services.

Furthermore, locating in the District by new property owners is completely voluntary. So, ultimately, all owners and users of the affected property choose to accept the non-ad valorem special assessments by various names and user fees as a tradeoff for the benefits and facilities that the District provides.

A Community Development District ("CDD") provides property owners with the option of having higher levels of facilities and services financed through self-imposed assessments. The District is an alternative means to manage necessary development services with related financing powers. District management is no more expensive, and

often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a property association, County provision, or through developer equity and/or bank loans.

In considering these costs it shall be noted that owners of the lands to be included within the District will receive three major classes of benefits.

First, landowners in the District will receive a higher long-term sustained level of public services and amenities sooner than would otherwise be the case.

Second, a CDD is a mechanism for assuring that the community services and amenities will be completed concurrently with development of lands within the District. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Expansion of the District will continue to ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of governance which allows District landowners, through landowner voting, to determine the type, quality and expense of District services they receive, provided they meet the County's overall requirements.

The cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative management mechanism. Given the low cost of capital for a CDD, the cost impact to landowners is negligible. This incremental cost of the high quality infrastructure provided by the District is likely to be fairly low.

Table 2

EXPANDED AREA COST ESTIMATE FOR DISTRICT FACILITIES

WASTEWATER SYSTEM	\$120,000
WATER SUPPLY SYSTEM	\$165,200
SURFACE WATER MANAGEMENT	\$100,000
ROADS AND PAVING	<u>\$125,000</u>
TOTAL EXPANDED AREA COST ESTIMATE	\$510,200

Table 3

**ESTIMATED CONSTRUCTION TIMETABLE FOR DISTRICT FACILITIES
(Proposed Expanded Area)**

<u>IMPROVEMENT</u>	<u>COMPLETION DATE</u>
WASTEWATER SYSTEM	JUNE 2013
WATER SUPPLY SYSTEM	JUNE 2013
SURFACE WATER MGMT	JUNE 2013
ROADS AND PAVING	JUNE 2013

- 5.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.**

There will be no impact on small businesses because of the proposed expansion of the District. The Miami-Dade County has an estimated population in 2012 that is greater than 10,000; therefore the County is not defined as a "*small*" County according to Section 120.52, F.S, and there will accordingly be no impact on a small County because of the proposed expansion of the District.

- 6.0 Any additional useful information.**

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner's Engineer and other professionals associated with the Petitioner.



APPENDIX A

LIST OF REPORTING REQUIREMENTS

REPORT	FL. STATUE CITATION	DUE DATE
Annual Financial Audit	11.45	within 45 days of audit completion, but no later than 12 months after end of fiscal year
Annual Financial Report	218.32	within 45 days of financial audit completion, but no later than 12 months after end of fiscal year; if no audit required, by 4/30
TRIM Compliance Report	200.068	no later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)
Form 1: Statement of Financial	112.3145	within 30 days of accepting interest the appointment, then every year thereafter by 7/1 (by "local officers" appointed to special district's board); during the qualifying period, then every year thereafter by 7/1 (by "local officers" elected to special district's board)
Public Facilities Report	189.415	within one year of special district's creation; then annual notice of any changes; and updated report every 5 years, 12 months prior to submission of local government's evaluation and appraisal report
Public Meetings Schedule	189.417	quarterly, semiannually, or annually
Bond Report	218.38	when issued
Registered Agent	189.416	within 30 days after first meeting of governing board
Proposed Budget	189.418	prior to end of current fiscal year
Public Depositor Report	280.17	annually by 11/30



EXHIBIT F

**OPINION OF TITLE
A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT**

(SEE NEXT 5 ATTACHED PAGES)

^



EXHIBIT G

**RIGHT-OF-WAY OBLIGATION STATEMENT
A.H. AT TURNPIKE SOUTH
COMMUNITY DEVELOPMENT DISTRICT**



EXHIBIT G

**RIGHT-OF-WAY OBLIGATION STATEMENT
A.H. AT TURNPIKE SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

**OBLIGATION TO MAINTAIN PUBLIC RIGHTS-OF-WAY BY THE
A H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT**

Petitioner, Adrian Developers Of De La Fuente Parcel, LLC, a *Florida limited liability company* ("Petitioner"), hereby obligates and states as follows:

Responsibility for Landscape Maintenance in the Public-Right-of-Way: the maintenance of improved swales and medians in the public Rights-of-Way excluding swale maintenance by owners of property as defined by Chapter 19 of the Code of Miami-Dade County shall be provided by this CDD, including but not limited to; irrigation, landscape lighting, payment of related utility bills, turf, trees, shrubs and any other landscaping improvements provided or caused by this development, covenants associated with landscaping permitting in the public rights-of-way notwithstanding. In the event this CDD is dissolved or becomes defunct and fails to provide maintenance services within the public Rights-of-Way as specified herein, the required dormant multipurpose maintenance special taxing district shall be activated to provide any such maintenance services.

Respectfully submitted this 5th day of November, 2012.

Adrian Developers Of De La Fuente Parcel, LLC, a *Florida limited liability company*

By: 

Print Name: Pedro J. Adrian

Title: Managing Partner

This instrument was prepared by and should be returned to:

Name: Special District Services, Inc.
Attention: Todd R. Wodraska
2501A Burns Road
Palm Beach Gardens, FL 33410
Toll Free (877) 737-4922

(Space Reserved for Clerk)

DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, the undersigned Owner holds the fee simple title to the land described in the attached Exhibit A (the "Property"), located in Miami-Dade County, Florida (the "County"); and

WHEREAS, Owner desires to provide certain covenants to the County Board of County Commissioners (the "Board") in support of a Petition (the "Petition") for expansion of the A.H. at Turnpike South Community Development District (the "District") filed July 29, 2013, and approved pursuant to **Ordinance No.** _____ enacted by the Board on _____ (the "Ordinance"), in accordance with the requirements of Chapter 190, Florida Statutes, and Section 1.01(A)(21) of the County Home Rule Charter; and

WHEREAS, among those covenants are provisions for the timely, accurate, and enforceable disclosure, to all prospective initial purchasers who have entered or will enter into contracts for improved residential units within the Property (each a "Prospective Initial Purchaser"), of the obligation to pay to the District: (1) the pro-rata share for each Dwelling Unit (defined below) of the cost of the acquisition, construction, reconstruction, and equipping of certain public infrastructure which benefit the Property either as a one-time assessment at the time of closing or as an annual assessment based on the debt service on bonds to be issued by the District to finance such capital costs until such bonds are retired (**collectively**, "Capital Assessments"), and (2) the costs associated with (i) operation of the District including administration ("Operations Assessments") and (ii) maintenance of public infrastructure by the District ("Infrastructure Maintenance Assessments"; Operations and Infrastructure Maintenance Assessments are hereinafter collectively referred to as "Administrative Assessments"); and

WHEREAS, other covenants made by the Owner include provisions for the long-term maintenance of infrastructure serving the Property including, but not limited to, roadways, drainage, and landscaping; and

WHEREAS, such covenants of Owner are made in order to assure the Board that the representations made by the Owner in support of the Petition to Expand will be abided by,

NOW, THEREFORE, Owner freely, voluntarily, and without duress, and on behalf of its heirs, successors, and assigns, makes the following Declaration of Restrictive Covenants covering and running with the Property (this "Declaration"):

1. COVENANTS

Public Records Notice of Existence of District. This Declaration shall serve as notice in the public records of the County that unless the District is terminated in accordance with the requirements of Chapter 190, Florida Statutes, and such termination is reflected in the public records of the County, the Property and all lands, parcels, lots, and units located within the District's boundaries are subject to the Capital Assessments and Administrative Assessments levied and imposed by the District, subject only to the exceptions or exemptions from such assessments expressly provided by Florida law.

CDD and Purchase Contract Notices.

1.2.1 Owner shall be required to provide each Prospective Initial Purchaser of an improved individual residential lot or unit within the Property (individually, a "Dwelling Unit") written notice of the estimated annual Capital Assessments and Administrative Assessments (the "CDD Notice") to be imposed on such individual Dwelling substantially in the form attached hereto as Exhibit B prior to, or contemporaneously with, the execution of a purchase and sale contract ("Purchase Contract") for such Dwelling Unit. For the purposes of this Declaration, the term "Owner" means each seller of Dwelling Units within the Property. Notwithstanding the foregoing, if a Prospective Initial Purchaser executed a Purchase Contract before the effective date (10 days after enactment) of the Ordinance (the "Effective Date of the Ordinance") but was not given a contemporaneous CDD Notice, Owner may still give the CDD Notice to such Prospective Initial Purchaser; provided, however, such CDD notice must be given together with

the following written notice and must be sent to such Prospective Purchaser by certified mail, professional overnight delivery or hand delivery, with return receipt, not later than the first business day following the Effective Date of the Ordinance:

THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT AND A RELATED DECLARATION OF RESTRICTIVE COVENANTS WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO PURCHASERS BY OWNER. THIS NOTICE AND THE ATTACHED CDD NOTICE ARE BEING GIVEN TO YOU PURSUANT TO SUCH DECLARATION. PLEASE NOTE THAT THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMAED AGGREGATE AMOUNT OF \$5,343,270. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$13,425 IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,500 FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THE ATTACHED NOTICE FULLY DESCRIBES YOUR OBLIGATIONS. YOU MAY ELECT TO RESCIND THE PURCHASE CONTRACT FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING RECEIPT OF THIS NOTICE. UPON SUCH ELECTION, OWNER SHALL RETURN ALL MONIES PAID BY YOU AS THE PROSPECTIVE INITIAL PURCHASER REGARDING THE PURCHASE OF THE REAL PROPERTY IDENTIFIED IN THE PURCHASE CONTRACT WITHIN TEN (10) CALENDAR DAYS AFTER RECEIVING YOUR WRITTEN NOTICE THAT YOU HAVE ELECTED TO RESCIND THE PURCHASE CONTRACT, AND ALL OTHER PROVISIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS NOT INCONSISTENT WITH THE REMEDIES SET FORTH HEREIN SHALL GOVERN. NO OTHER REMEDIES ARE AVAILABLE TO PURCHASER WHETHER OR NOT YOU ELECT TO RESCIND EXCEPT IN THE EVENT OF AN OWNER DEFAULT WITH RESPECT TO THE CDD NOTICE AND THEN ONLY IN ACCORDANCE WITH THE DECLARATION.

Owner shall promptly refund any amounts due under the foregoing notice if a Prospective Initial Purchaser properly rescinds a Purchase Contract during the time provided. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who terminates a Purchase Contract pursuant to the foregoing notice.

1.2.2 Owner shall also provide substantially the following disclosure ("Purchase Contract Notice") on the first page of each Purchase Contract executed after the Effective Date of the Ordinance for a Dwelling Unit within the Property, immediately after disclosure of the purchase price for the Dwelling Unit.

THIS DWELLING UNIT IS WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$5,343,270. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$13,425 IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,500 FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THESE AMOUNTS ARE DUE OVER THE TERM OF THE BONDS IN ADDITION TO THE PURCHASE PRICE. INITIAL PURCHASER ALSO UNDERSTANDS THAT IF THE ACTUAL ANNUAL CAPITAL ASSESSMENTS ON THE DWELLING UNIT ARE MORE THAN FIVE PERCENT (5%) HIGHER THAN THE ESTIMATED AMOUNT PROVIDED HEREIN, INITIAL PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. INITIAL PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE ESTIMATED AMOUNT OF CAPITAL ASSESSMENTS DOES NOT INCLUDE ADMINISTRATIVE ASSESSMENTS WHICH SHALL BE LEVIED BY THE DISTRICT FOR OPERATIONS AND INFRASTRUCTURE MAINTENANCE AND MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE DISCLOSURES IN THIS PROVISION AND THE ATTACHED CDD NOTICE THE CDD NOTICE SHALL CONTROL.

PURCHASER'S INITIALS: _____

Owner shall cause each Prospective Initial Purchaser to initial the Purchaser Contract Notice where indicated.

1.3 Relief to Prospective Initial Purchaser for Owner Default.

1.3.1 Owner shall provide relief, in the manner provided by this Section 1.3 to any Prospective Initial Purchaser who has yet closed on a Dwelling Unit if any one of the following events shall occur (an "Owner Default"):

1.3.1.1. Owner fails to provide a timely CDD Notice or Purchase Contract Notice as required; and/or

1.3.1.2. Owner provides timely CDD Notice; however, such CDD Notice underestimates the aggregate or monthly actual Administrative Assessments for the District's first three fiscal years by more than five percent (5%); and/or

1.3.1.3. Owner provided a timely CDD Notice and/or Purchase Contract; however, such CDD Notice and/or Purchase Contract Notice underestimates the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or monthly actual Annual Capital Assessments by more than five percent (5%).

1.3.2 In the event any Owner Default that is not cured by a timely Late Notice (as hereinafter defined), a Prospective Initial Purchaser may, in writing (a "Termination Notice"), elect to rescind the Purchase Contract at any time prior to closing. Upon such election, Owner shall return all monies paid by the Prospective Initial Purchaser regarding the purchase of the real property identified in the Purchase Contract within ten (10) calendar days after receiving written notice from the Prospective Initial Purchaser that such Prospective Initial Purchaser has elected to rescind the Purchase Contract. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who terminates a Purchase Contract pursuant to this provision.

1.3.3 Prior to the receipt of a Termination Notice from a Prospective Initial Purchaser affected by Owner Default, Owner shall have an opportunity to cure any Owner Default by providing a written notice (a "Late Notice") to such affected Prospective Initial Purchaser (i) prior to closing and (ii) within the later of ninety (90) days from (x) the date of execution of the Purchase Contract or (y) the Effective Date of the Ordinance (the "Cure Period"). If the Owner Default set forth in Section 1.3.1.3 is due solely to a fluctuation of interest rates on the bonds once the pricing of the bonds is completed, Owner shall have the opportunity to cure such Owner Default by providing written notice setting forth the new annual Capital Assessments to such affected Prospective Initial Purchaser (the "Extended Late Notice") no later than the earlier of (i) the closing date of the Dwelling Unit or (ii) ninety (90) days from the pricing of the bonds (the "Extended Cure Period"). An Owner Default cannot be cured as to an affected Prospective Initial Purchaser after the expiration of the applicable Cure Period or applicable Extended Cure Period. If the Owner provides (i) a Late Notice to a Prospective Initial Purchaser during the applicable Cure Period or (ii) an Extended Late Notice during the applicable Extended Cure Period, then such Prospective Initial Purchaser may still elect to rescind the Purchase Contract at anytime for a period of thirty (30) days following receipt of Late Notice or Extended Late Notice. Upon such election, Owner shall return all monies paid by the Prospective

Initial Purchaser regarding the real property identified in the Purchase Contract within ten (10) calendar days after receiving written notice from the Prospective Initial Purchaser that such Prospective Initial Purchaser has elected to rescind the Purchase Contract. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who receives an accurate Late Notice or Extended Late Notice during the Cure Period or Extended Cure Period, as applicable, regardless of whether the Prospective Initial Purchaser elects to rescind the Purchase Contract.

1.3.4 Every Late Notice or Extended Late Notice sent by Owner to a Prospective Initial Purchaser must include the following in bold type in a font at least as large as the largest font in such Late Notice or Extended Late Notice (*with correct type of notice indicated*):

THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT AND RELATED DECLARATION OF RESTRICTIVE COVENANTS WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO PURCHASERS BY OWNER. THIS IS A **[LATE NOTICE or EXTENDED LATE NOTICE]** UNDER SUCH DECLARATION. IF OWNER PROVIDES YOU WITH THIS **[LATE NOTICE or EXTENDED LATE NOTICE]** DURING THE APPLICABLE CURE PERIOD, THEN YOU AS A PROSPECTIVE INITIAL PURCHASER MAY STILL ELECT TO RESCIND THE PURCHASE CONTRACT FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING RECEIPT OF THIS **[LATE NOTICE or EXTENDED LATE NOTICE]**. UPON SUCH ELECTION, OWNER SHALL RETURN ALL MONIES PAID BY YOU AS THE PROSPECTIVE INITIAL PURCHASER REGARDING THE PURCHASE CONTRACT WITHIN TEN (10) CALENDAR DAYS AFTER RECEIVING YOUR WRITTEN NOTICE YOU HAVE ELECTED TO RESCIND THE PURCHASE CONTRACT, AND ALL OTHER PROVISIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS NOT INCONSISTENT WITH THE REMEDIES SET FORTH HEREIN SHALL GOVERN. NO OTHER REMEDIES PROVIDED IN SECTION 1.4 OF THE DECLARATION SHALL BE AVAILABLE TO YOU AS A PROSPECTIVE INITIAL PURCHASER IF YOU RECEIVE THIS **[LATE NOTICE or EXTENDED LATE NOTICE]** DURING THE APPLICABLE CURE PERIOD, REGARDLESS OF WHETHER YOU AS A PROSPECTIVE INITIAL PURCHASER ELECT TO RESCIND THE PURCHASE CONTRACT.

1.3.5 If the Owner Default involves failure to provide a Purchase Contract Notice or Owner provided a Purchase Contract in substantially the correct form and location; however, such Purchase Contract Notice underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the annual Capital Assessments by more

than five percent (5%), then the Late Notice or Extended Late Notice shall also contain the following:

YOUR PURCHASE CONTRACT PROVIDES THAT PURCHASE PRICE FOR YOUR DWELLING UNIT IS AS FOLLOWS: *[INSERT PURCHASE PRICE INFORMATION]*. THIS DWELLING UNIT IS OR WILL BE WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE AGGREGATE AMOUNT OF \$5,343,270. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$13,425 IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,500 FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID IN FULL AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THESE AMOUNTS ARE DUE OVER THE TERM OF THE BONDS IN ADDITION TO THE PURCHASE PRICE. PURCHASER ALSO UNDERSTANDS THAT IF THE ACTUAL ANNUAL CAPITAL ASSESSMENTS ON THE DWELLING UNIT ARE MORE THAN FIVE PERCENT (5%) HIGHER THAN THE ESTIMATED AMOUNT PROVIDED HEREIN, PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE ESTIMATED AMOUNT OF CAPITAL ASSESSMENTS DOES NOT INCLUDE ADMINISTRATIVE ASSESSMENTS WHICH SHALL BE LEVIED BY THE DISTRICT FOR OPERATIONS AND INFRASTRUCTURE MAINTENANCE AND MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE DISCLOSURES IN THIS PROVISION AND THE ATTACHED CDD NOTICE, THE CDD NOTICE SHALL CONTROL.

1.3.6 If the Owner Default involves the failure to provide a CDD Notice or Owner provided a timely CDD Notice; however, such CDD Notice underestimated (i) the actual aggregate Administrative Assessments for each of the District's first three fiscal years by more than five (5%) and/or (ii) the actual Capital Assessment, if paid in full at closing, by more than five (5%) and/or the actual annual Capital Assessment by more than five percent (5%), then the Late Notice or Extended Late Notice must also include a CDD Notice, if the Owner Default involves a failure to provide a CDD Notice or an accurate revised CDD Notice, if the Owner

Default involves a failure to provide a CDD Notice or an accurate revised CDD Notice, if the Owner Default involves a timely but inaccurate CDD Notice.

1.4 Relief to a Prospective Initial Purchaser Who Actually Closes on a Dwelling Unit After an Uncorrected Owner Default.

1.4.1 In the event Owner fails to give a Prospective Initial Purchaser a timely CDD Notice, and such failure is not corrected by a timely and accurate Late Notice, then a Prospective Initial Purchaser that closes on the Dwelling Unit ("Actual Initial Purchaser") may demand in writing, that Owner pay such Actual Initial Purchaser (i) the amount necessary to prepay all Capital Assessments principal, and interest on such Capital Assessments principal due through the next applicable bond payment date respecting the Dwelling Unit *plus* (ii) an amount equal to the sum of the share of the actual Administrative Assessments levied by the District on such Dwelling Unit for the District's first three (3) fiscal years immediately following the closing respecting the Dwelling Unit.

1.4.2 In the event that Owner gave to an Actual Initial Purchaser (i) both a timely CDD Notice and Purchase Contract Notice and either underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessments (as set forth in Table 1 of the CDD Notice) by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice or Extended Late Notice or (ii) a timely CDD Notice and no Purchase Contract Notice, if applicable, and the CDD Notice underestimated the actual Capital Assessment, if paid in full at closing by more than five percent (5%) and/or the actual annual capital Assessments by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Lat Notice or Extended Late Notice, then such Actual Initial Purchaser may demand, in writing, that Owner (a) pay such actual Initial Purchaser, in the event he or she elects to pay the Capital Assessment in full at closing, an amount equal to the difference between the actual Capital Assessment due at closing and the estimated Capital Assessment due at closing disclosed in the CDD Notice to the Actual Initial Purchaser or pay such Actual Initial Purchaser, in the event her or she elects to pay an annual Capital Assessment, an amount equal to the difference between the actual aggregate amount of annual Capital Assessments, calculated over the term of the bonds, levied and imposed by the District on such Dwelling Unit and the aggregate amount of estimated annual Capital Assessments, calculated over the term of the bonds, actually disclosed in the CDD Notice to the

Actual Initial Purchaser or, (b) if less, the amount necessary to prepay all Capital Assessments principal and interest on such Capital Assessments principal through the next applicable bond payment date with respect to the Dwelling Unit.

1.4.3 In the event that Owner gave an Actual Initial Purchaser a timely CDD Notice and such CDD Notice underestimated the actual annual Administrative Assessments by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice, then such Actual Initial Purchaser may demand, in writing, that Owner pay such Actual Initial Purchaser an amount equal to the difference between the actual amount of the Administrative Assessments levied and imposed by the District on such Dwelling Unit and the amount of estimated Administrative Assessments disclosed to the Actual Initial Purchaser in the CDD Notice calculated for the District's first three (3) fiscal years immediately following the closing based on the initial actual Administrative Assessments.

1.4.4 Upon such demand by an Actual Initial Purchaser under this Section 1.4, Owner shall deliver the applicable amount to the Actual Initial Purchaser within ten (10) calendar days after: (1) receipt of written demand, or (2) after the date Capital Assessments and Administrative Assessments first become payable, whichever is later, unless Owner and Actual Initial Purchaser agree to another manner or time of payment. An Actual Initial Purchaser shall provide to Owner written notice of election of remedy in this Section on or before one (1) year after the earlier of (1) the date that Capital Assessments and Administrative Assessments first appear on the Actual Initial Purchaser's Combined Real Property tax bill for the affected Dwelling Unit or (2) if such assessments are directly billed by the District and do not appear on the Actual Initial Purchaser's Combined Real Property tax bill, then the date that such Capital Assessment and Administrative Assessments first appear on any bill sent to the Actual Initial Purchaser by the District for the affected Dwelling Unit. After the expiration of that year, Owner shall not be obligated to provide any relief to such Actual Initial Purchaser under this Declaration.

1.4.5 Nothing in this Section 1.4 shall be construed to relieve any Actual Initial Purchaser of the Dwelling Unit of liability for all lawful taxes and assessments including, but not limited to, any tax liability resulting from Owner's payments to such Actual Initial Purchaser under Section 1.4.

1.5 Additional Disclosure through District Sign. Owner shall display at every entrance to a sales office or area, in a conspicuous location readily available for viewing by Prospective Initial Purchasers of Dwelling Units, a sign with information about the District. The remedy provisions discussed in Section 1.4 shall not apply to this Section. Such sign(s) shall be no smaller than twenty-four inches by thirty-six inches (24" x 36"), and shall contain the following language in substantially similar form in large, boldface type:

**A.H. AT TURNPIKE SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

PURSUANT TO CHAPTER 190, FLORIDA STATUTES, THE A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY THROUGH A SPECIAL TAXING DISTRICT. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD IN ADDITION TO COUNTY AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT EXPECTS TO ISSUE BONDS TO FINANCE A PORTION OF THE CONSTRUCTION REQUIRED PUBLIC INFRASTRUCTURE IN A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT. A PURCHASER OF PROPERTY IN A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT WILL BE OBLIGATED TO PAY ANNUAL ASSESSMENTS TO AMORTIZE THE DEBT AND FOR DISTRICT ADMINISTRATION, WHICH AMOUNTS ARE SEPARATE FROM THE PURCHASE PRICE OF THE PROPERTY AND OTHER ASSESSMENTS ON THE PROPERTY, AND WHICH MAY VARY FROM YEAR TO YEAR FROM TIME TO TIME. THE TOTAL ANNUAL ASSESSMENTS VARY IN RELATION TO THE INFRASTRUCTURE BENEFIT ALLOCATED TO THE PROPERTY ASSESSED AND ARE EXPECTED TO APPEAR ON A PURCHASER'S PROPERTY TAX BILL EACH YEAR, BUT MAY BE BILLED DIRECTLY BY THE A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT. A PURCHASER SHALL HAVE THE OPTION TO PAY IN FULL AT ANY TIME THE PRO RATA SHARE, AS ALLOCATED TO THE PURCHASER'S PROPERTY, OF THE TOTAL AMOUNT OF DISTRICT CAPITAL ASSESSMENTS DUE FOR FURTHER INFORMATION ON THE A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT AND A PURCHASER'S BENEFITS AND OBLIGATIONS RELATING THERETO, CONTACT

1.6 Inspection of District Records by County Representatives. Owner shall allow or provide for the District to allow County representatives to review all pertinent records in order to assess the overall performance of Owner in providing timely and accurate disclosure of estimated Capital Assessments and Administrative Assessments on Dwelling Units within the District. Prompt access shall be provided without prior notice of inspection by the County representatives, but only during normal business hours and without disruption of sales operations. The purpose of such inspection is only to determine Owner's overall compliance with the aforementioned notice requirements and such inspection shall not authorize the County to seek any relief provided under Section 1.4, either on behalf of itself or on behalf of any Prospective Initial Purchaser or Actual Initial Purchaser.

1.7 Sole Provider of Water, Wastewater, and Reuse Service. Owner acknowledges and agrees that the Miami-Dade County Water and Sewer Department ("WASD"), or its successor agency or department, shall be the exclusive provider of water, wastewater, and reuse service to all lands within the Property. Service shall be provided by WASD in accordance with its general policies and procedures for providing service throughout the County.

1.8 Application for Multi-Purpose Special Taxing District to Maintain Infrastructure. The costs of maintaining the infrastructure constructed with funding provided through the District shall be the responsibility of the District and its successors and assigns. In order to assure that such maintenance is performed, however, on or before the recording of a final plat on any portion of the Property, Owner shall apply to the Board for the creation of a multi-purpose special taxing district to maintain the infrastructure serving the Property including, but not limited to, roadways, drainage, walls, and landscaping, as applicable. Upon approval of the multi-purpose special taxing district by the Board, such taxing district may remain dormant until, in the sole and exclusive opinion of the Board, both the District and any homeowner's or similar association shall have failed to maintain the infrastructure serving the Property, as such failure is defined in any easement and/or covenant recorded in the public records and governing the infrastructure or similar agreement provided by Owner, or in the absence of such easement, covenant or agreement, as determined by the Board. Upon such determination, the Board shall authorize the activation of the multi-purpose special taxing district and cause the infrastructure to be maintained at the expense of such taxing district. By this provision, Owner hereby authorizes the Board and its officials, employees, and agents to enter upon the Property if the special taxing district is activated for the purpose of maintaining the infrastructure serving the property. Owner

further agrees to apply, at the time of plat, replat, or waiver of plat, as applicable, to provide for an easement for the benefit of the County and providing that at any and all times during which the infrastructure or any portion thereof is maintained by the County, the public shall have a right to perpetual access and use in those portions of the property on which the infrastructure is located including, but not limited to, the roadways serving the Property.

2. BENEFITS AND ENFORCEMENT.

2.1 The covenants set forth in Sections 1.2, 1.3 and 1.4 shall run and be in favor of and to the benefit of Prospective Initial Purchasers and Actual Initial Purchasers of individual Dwelling Units within the Property, and their heirs, successors, and assigns, and shall be enforceable exclusively by such persons. After an individual Dwelling Unit has been once conveyed to an Actual Initial Purchaser, no further notice shall be required to be provided by Owner to any purchaser of a Dwelling Unit if the same has been improved with a residence. If a Dwelling Unit is conveyed as unimproved land, then such Dwelling Unit shall not be deemed to have been conveyed to a Prospective Initial Purchaser or Actual Initial Purchaser, and all of the covenants set forth in Sections 1.2, 1.3 and 1.4 shall apply to the Dwelling Unit and any Owner offering such Dwelling Unit for sale to Prospective Initial Purchasers.

2.2 The Covenants set forth in Sections 1.6, 1.7 and 1.8 shall run and be in favor of and to the benefit of the County or any successor municipal government, and shall be enforceable exclusively by such governmental entity.

2.3 Enforcement shall be by action against any party or person violating, or attempting to violate, any covenants herein. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for attorney and paraprofessional fees and costs and expenses and trial and upon appeal. This enforcement provision shall be in addition to any other remedies available at law or in equity, or both.

3. COVENANT RUNNING WITH THE LAND.

This Declaration on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at the expense of Owner in the public records of the County, following the acceptance by the Board of an ordinance approving the Proposed Expansion of the

District, and shall remain in full force and effect and be binding upon the undersigned Owner, and its successors and assigns, until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and litigation upon, all present and future owners of the Property and for the public welfare. Owner, on behalf of itself and its heirs, successors, and assigns, acknowledges that acceptance of this Declaration does not in any way obligate the County to undertake the construction or maintenance of any infrastructure or any other duty or obligation of the Proposed Expanded District.

4. TERM.

This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date of this Declaration is recorded, after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the then owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by the County.

5. MODIFICATION, AMENDMENT, OR RELEASE.

This Declaration may be modified, amended, or released as to the land herein described, or any portion thereof, by a written instrument executed by the then owner(s) of all of the Property, or of such portion as will be affected by the modification, amendment, or release, including joinders of any and all mortgagees, provided that the same is also approved by the Board, after public hearing.

Should this Declaration be modified, amended, or released, the County Manager or successor official of the County, or the assistant in charge of the office in the County Manager's absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment, or release.

6. ELECTION OF REMEDIES.

All rights, remedies, and privileges granted herein shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election or remedies, nor shall such exercise preclude the party exercising the same from exercising such other additional rights, remedies, or privileges.

7. SEVERABILITY.

Invalidation of any one of the covenants herein by judgment of Court shall not affect any of the other provisions of this Declaration which shall remain in full force and effect. However, if any material portion of the covenants herein is invalidated and such provision is not timely amended or replaced, or cannot be timely amended or replaced in an enforceable way with materially the same effect as the invalidated provision, the County shall be entitled to revoke any approval predicated upon the invalidated portion. It shall be the Owner's obligation to apply for and diligently pursue any such application for amendment or replacement.

8. ACCEPTANCE OF DECLARATION.

Owner acknowledges that acceptance of this Declaration does not obligate the County in any manner with respect to the District, or with respect to any land use application on the Property, nor does it entitle Owner to a favorable recommendation or the approval of any application, zoning or otherwise, and the Board and/or any Community Zoning Appeals Board and other County boards, officials, and employees retain full authority to approve or deny such application.

IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Declaration of Restrictive Covenants this 5th day of November, 2012.

OWNER:

Adrian Developers of De La Fuente Parcel, LLC

By: Pedro J. Adrian, Managing Partner

Signature: 

Name: PEDRO J. ADRIAN

Title: MANAGING PARTNER

Owner's Address: 11970 SW 64th Street, Miami, FL 33183

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by Pedro J. ADRIAN, the Chairperson of Board of Supervisors of the A.M. At Turnpike South Community Development District, this 5th day of NOVEMBER, 2012; who is personally known to me or who produced _____ as identification.



PATRICIA ALONSO
NOTARY PUBLIC
STATE OF FLORIDA
Comm# DD972805
Expires 4/14/2014

Patricia Alonso

Notary Public, Stat of Florida at Large

Print Name: Patricia Alonso

My commission expires: 4-14-2014



EXHIBIT A

To

(Declaration of Restrictive Covenants)

LEGAL DESCRIPTION (Includes Expansion)

A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT



EXHIBIT A

To

(Declaration of Restrictive Covenants)

LEGAL DESCRIPTION

A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT

COMMENCE AT THE CENTER OF SECTION 35, TOWNSHIP 56S, RANGE 39E IN MIAMI-DADE COUNTY FLORIDA AND RUN S.89°01'03"W. ALONG THE NORTH LINE OF THE SW ¼ OF SAID SECTION 35 FOR A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING OF THE LAND HEREBY BEING DESCRIBED; THENCE S.0°50'31"W. ALONG A LINE BEING 35.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 35, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF SW 132nd AVE. FOR A DISTANCE OF 671.25 FEET TO A POINT; THENCE S.88°52'32"W. FOR A DISTANCE OF 300.77 FEET TO A POINT; THENCE S.0°49'18"E. FOR A DISTANCE OF 335.75 FEET TO A POINT; THENCE S.88°57'17"W. FOR A DISTANCE OF 335.89 FEET TO A POINT; THENCE S.0°48'05"E. FOR A DISTANCE OF 1,679.36 FEET TO A POINT LYING ON THE SOUTH LINE OF THE SW ¼ OF SAID SECTION 35, TOWNSHIP 56 S, RANGE 39 E; THENCE S.88°51'01"W. ALONG THE LAST DESCRIBE LINE FOR A DISTANCE OF 1,009.42 FEET TO A POINT BEING LOCATED ON THE WEST LINE OF THE E½ OF THE SE ¼ OF THE SW ¼ OF THE SW ¼ OF SAID SECTION 35; THENCE RUN ALONG SAID LINE N.0°44'25"W. FOR A DISTANCE OF 672.48 FEET TO A POINT; THENCE S.88°53'31"W FOR A DISTANCE OF 709.12 FEET TO A POINT LOCATED ON THE EAST RIGHT-OF-WAY LINE OF THE HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE (STATE ROAD No. 821) AS SHOWN ON RIGHT-OF-WAY MAP SECTION No.87005-2304; THENCE RUN N.27°14'40"E. ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 778.75 FEET TO A POINT; THENCE N.29°47'17"E. FOR A DISTANCE OF 329.27 FEET TO A POINT; THENCE N.34°31'32"E. FOR A DISTANCE OF 834.19 FEET TO A POINT. LOCATED ON THE WEST LINE OF THE SW ¼ OF THE NE ¼ OF SW ¼ OF SAID SECTION 35; THENCE S.0°45'38"E. FOR A DISTANCE OF 339.70 FEET TO A POINT; THENCE N.88°58'32"E. FOR A DISTANCE OF 335.77 FEET TO A POINT; THENCE N.0°48'51"W. FOR A DISTANCE OF 671.99 FEET TO A POINT LOCATED ON THE NORTH LINE OF THE SW ¼ OF SAID SECTION 35; THENCE RUN ALONG THE LAST DESCRIBED LINE N.89°01'03"E. FOR A DISTANCE OF 971.59 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 75.55 ACRES, MORE OR LESS.

Together With

COMMENCE AT THE NORTHWEST CORNER OF THE SW ¼ OF SECTION 35, TOWNSHIP 56 SOUTH, RANGE 39 EAST, IN MIAMI-DADE COUNTY, FLORIDA; THENCE RUN N.89°01'03"EAST (BEARING DERIVED FROM THE FLORIDA STATE SYSTEM OF PLANE COORDINATES) ALONG THE NORTHERLY BOUNDARY OF THE SW ¼ OF SAID SECTION 35, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE S.1°04'46"EAST, A DISTANCE OF 51.11 FEET TO A POINT; THENCE S.7°01'39"EAST, FOR A DISTANCE OF 349.46 FEET TO A POINT; THENCE N.89°19'18"EAST, FOR A DISTANCE OF 70.85 FEET TO A POINT OF BEGINNING OF A CURVE CONCAVE TO THE NORTHWESTERLY, HAVING A RADIUS OF 1,342.39 FEET, THENCE RUN NORTHEASTERLY ALONG SAID CURVE 1,069.68 FEET THROUGH A CENTRAL ANGLE OF 45°39'21" TO A POINT OF INTERSECTION WITH THE NORTHERLY BOUNDARY OF THE SOUTHWEST ¼ OF SAID SECTION 35; THENCE RUN S.89°01'03"WEST ALONG SAID NORTHERLY BOUNDARY FOR A DISTANCE OF 1,069.89 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, CONTAINING 6.93 ACRES, MORE OR LESS.

Exhibit B

CDD Notice

Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District.)

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Single Family Residential Unit	\$1,500	\$250	\$1,750

Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District.)

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District <u>Operations Assessments</u>	Estimated <u>Monthly</u> District <u>Infrastructure Maintenance Assessments</u>	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Single Family Residential Unit	\$16	\$5	\$125

Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS (does not include interest on the bond principal due through the next payment date) **AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS.**

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Single Family Residential Unit	\$ 13,425	\$45,000

PURCHASERS INITIALS

1. **The District.** All of the residential dwelling units ("Dwelling Units") in the A.H. at Turnpike South Community Development District (the "Development") are also located within the boundaries of the A.H. at Turnpike South Community Development District (the "District"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida located in Miami-Dade County ("County"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "Public Infrastructure").

PURCHASER'S INITIALS

2. **The District Board.** The Board of Supervisors of the District (the "District Board") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

PURCHASER'S INITIALS

3. **District Finance and Assessments.** The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

PURCHASER'S INITIALS

3.1 **District Capital Assessments.** The District expects to issue bonds (the "Bonds"), the principal of an interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

PURCHASER'S INITIALS

3.2 **Amount.** The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$1,500.00 (approximately \$125.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the Bond [30 Years] is approximately \$45,000.

PURCHASER'S INITIALS

3.3 **Prepay Option.** Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to the District Capital Assessments, the District will impose an annual non-ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$250.00 per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida Law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

PURCHASER'S INITIALS

PURCHASER:

Print Name: _____

Date: _____

PURCHASER:

Print Name: _____

Date: _____

OLGA ADRIAN

EDUCATION

1986 - 1987	Miami-Dade College	Miami, Florida
1987 - 1988	FIU University	
2010 - present	FIU Univeristy	
	Bachelor of Science in Psychology by 2013	
	Minor in Business Administration by 2013	

WORK EXPERIENCE

January 2005	Adrian Management Inc.	Miami, Florida
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Office Manager/Marketing

Oversee and manage staff duties on a daily basis. Handle all payables and payroll operations.

Manage employees' health insurances.

Reconcile bank accounts

Arrange executive travel (international and domestic)

Handle all advertising and marketing

ACCREDITATIONS AND LICENSES

State of Florida Real Estate Sales Associate License #SL3242733
2/24/11 - current

1999 Award - South Florida's Best - Silver Award for the Belladonna Model Home - Interior Decorating - from the Builder's Association of South Florida

PATRICIA ALONSO

Miami, FL 33193
Palonso67@aol.com • (305) 788.6979

SUMMARY OF QUALIFICATIONS

Skillful and dedicated **Executive Assistant** with extensive experience in the coordination, planning, and support of daily operational and administrative functions.

- ❖ Twenty years experience in a fast paced, dynamic environment providing direct support to an executive of a construction company.
- ❖ Demonstrated capacity to provide comprehensive support for executive-level staff including scheduling meetings, coordinating travel, and effectively managing all essential tasks.
- ❖ Excellent analytic, problem solving and organizational abilities.
- ❖ Ability to handle multiple tasks, projects, priorities and tight deadlines simultaneously while maintaining quality.
- ❖ Excellent interpersonal and communication skills (written and verbal).
- ❖ Strong adaptability, flexibility and resourcefulness.
- ❖ Ability to exercise independent judgment.
- ❖ Proficient in Microsoft Office System, QuickBooks Pro, Microsoft Windows, Word, Excel, Outlook and the internet.
- ❖ Experience in accounts payable and receivable; cash receipts; check processing; bank reconciliations and payroll in QuickBooks.
- ❖ Demonstrate ability to maintain a high level of professionalism and confidentiality.

PROFESSIONAL EXPERIENCE

ADRIAN DEVELOPMENT GROUP – Miami, Florida

1989 to present

Executive Assistant

- Manage complex business calendar and executive's schedule. Stay updated on priorities on a daily basis.
- Schedule staff meetings with direct reports.
- Provide current agendas and necessary materials to executive prior to meetings.
- Reconcile bank accounts in QuickBooks.
- Process all daily incoming invoices/recurring monthly invoices in QuickBooks.
- Verify and obtain approvals for payment processing in QuickBooks.
- Process all payments in QuickBooks.
- Process biweekly payroll and payroll taxes in QuickBooks.
- Process quarterly and annual state and federal reports for payroll in QuickBooks.
- Process year-end payroll reports in QuickBooks.

Continued...

PATRICIA ALONSO

Page 2

- Prioritize incoming information and/or appointments. Open/sort mail for executives and team; forward to others when necessary. Review e-mails for priority information and meeting requests as directed.
- Receive and respond to letters, emails, memos and other correspondence.
- Prepare and track various reports
- Arrange executive travel (international and domestic).
- Troubleshoot as needed.
- Receive and screen telephone calls.
- Greet internal and external visitors.

ADRIAN INVESTMENTS CORP. – Miami, Florida

Sept. 1988 to Jan. 1989

Receptionist/clerical

- Front desk receptionist answering phone calls and screening calls for supervisors/managers.
- Filing for all departments.
- Data entry for A/P department.

EDUCATION

St. Joseph's of the Palisades High School in New Jersey
Graduation date: June 1985

References upon request

14100 SW 16 Street
Miami, FL 33175

Phone 305-221-1515
Fax 305-553-7264

Carmen Ochoa

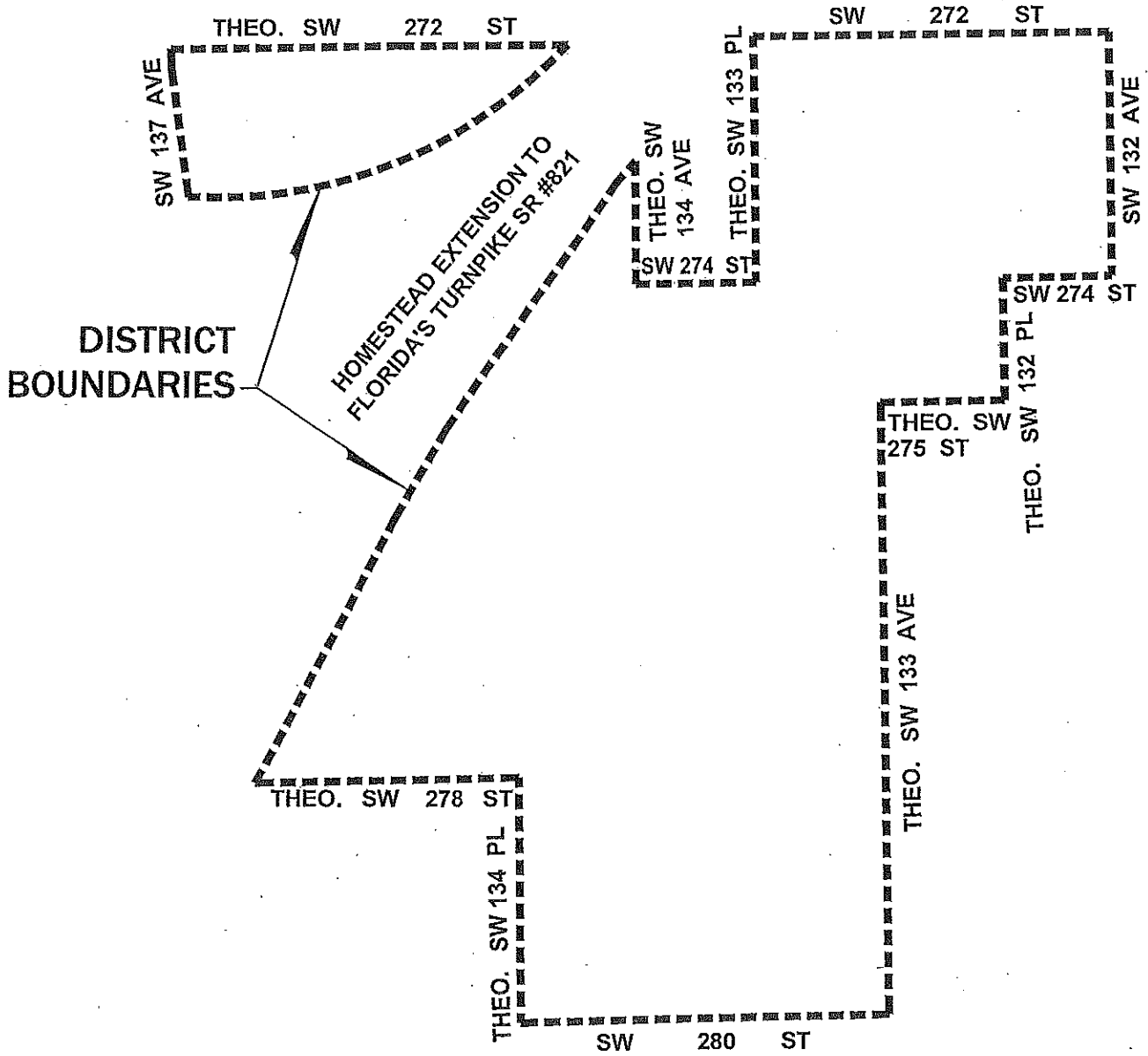
Work experience January 2000 to present

Coral Management Inc. Miami, Florida

Manager

- Manage leasing staff for all commercial shopping centers and/or office buildings.
- Manage and oversee staff for any and all operations for the commercial properties.
- Manage the maintenance staff for all commercial properties.
- Process quarterly and annual reports for all commercial properties.
- Handle all banking matters for the commercial properties.
- Meet with potential lessees for all commercial properties.
- Handle all legal matters pertaining to commercial properties.

EXHIBIT 2 TO THE ORDINANCE



A.H. AT TURNPIKE SOUTH
COMMUNITY DEVELOPMENT DISTRICT



(COMM. 0009)
SECTION: 35 - 56 - 39